



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contracts and Contract Extensions for Surface Water Treatment and Well Facilities Chemical Supply with Sierra Chemical Company, of Sparks, Nevada (\$78,844) and Univar USA, Inc., of Kent, Washington (\$66,000)

MEETING DATE: August 15, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contracts and contract extensions for surface water treatment and well facilities chemical supply with Sierra Chemical Company, of Sparks, Nevada, in the amount of \$78,844, and Univar USA, Inc., of Kent, Washington, in the amount of \$66,000.

BACKGROUND INFORMATION: The City of Lodi owns and operates 28 wells located throughout the City. New chlorination storage and injection facilities have been installed at each well in conjunction with the Surface Water Treatment Facilities Project. Each well will store up to 400 gallons of sodium hypochlorite solution, and a chemical feed system will inject the solution into the water at the well discharge. Injection of sodium hypochlorite is a means of disinfection and is necessary to maintain public health and safety. A certified vendor will need to deliver the chemical to each individual well site on a regular schedule, as required by environmental protection regulations.

The Surface Water Treatment Facility is due to be completed in Fall 2012. The plant will utilize a number of chemicals in the treatment process that are widely used in treating municipal water supplies and will include, but may not be limited to, the following: soda ash for pH adjustment; salt pellets for on-site sodium hypochlorite generation; and citric acid, sodium bisulfite and sodium hydroxide for membrane filter cleaning.

Specifications for this purchase were approved on June 20, 2012. On July 12, 2012, the City received the following two bids. Sierra Chemical Company was the low bidder on all items except soda ash. Staff recommends awarding the contract for soda ash to Univar USA and all other chemical supplies to Sierra Chemical Company.

| <u>Bid Item</u> | <u>Univar USA</u> | <u>Sierra Chemical</u> |
|------------------|-------------------|------------------------|
| Hypochlorite | \$43,030.00 | \$39,520.00 |
| Salt | \$6,115.20 | \$3,882.00 |
| Soda Ash | \$66,000.00 | \$70,125.00 |
| Sodium Bisulfite | No Bid | \$8,276.40 |
| Citric Acid | No Bid | \$21,780.00 |
| Sodium Hydroxide | \$15,048.00 | \$5,385.60 |

APPROVED: _____

A handwritten signature in black ink, appearing to read "Konradt Bartlam".

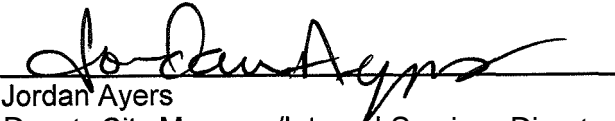
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contracts and Contract Extensions for Surface Water Treatment and Well Facilities Chemical Supply with Sierra Chemical Company, of Sparks, Nevada (\$78,844) and Univar USA, Inc., of Kent, Washington (\$66,000)
August 15, 2012
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The contracts are for a term of two years and provide for two optional two-year extensions. Staff recommends that City Council authorize the City Manager to negotiate and execute the extensions, should that be in the best interest of the City.

FISCAL IMPACT: Expenditure for chemicals is included in the Water Operations budget.

FUNDING AVAILABLE: Water Operating Fund/Production (180453): \$ 39,520
Water Operating Fund/SWTP (180461): \$ 105,324


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Andrew S. Richle, Chief Water Plant Operator

FWS/ASR/pmf

cc: Deputy Public Works Director - Utilities

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and SIERRA CHEMICAL COMPANY herein called "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

| | |
|------------------------------------|-------------------------------------|
| Notice Inviting Bids | The July 1992 Edition Standard |
| Information to Bidders | Specifications, State of California |
| General Provisions | Business and Transportation |
| Special Provisions | Agency, Department of |
| Bid Proposal | Transportation |
| Contract | |
| Exhibit A - Well Locations and | |
| Modification Drawings | |
| Exhibit B - SWTF Chemical Plan and | |
| Chemical Storage Drawings | |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other *is* to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation,

travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, to-wit:

Perform the work necessary for the safe delivery of sodium hypochlorite 12.5% to all 24 required wells in order to maintain adequate operating levels; and the safe delivery of chemicals to the SWTF with a frequency based on usage.

SWTF/Well Chemical Supply Contract 2012-2014

WELL CHEMICAL SUPPLY

Section 1 consists of the routine delivery of NSF certified sodium hypochlorite 12.5% solution to 24 well locations, including annual maintenance of chemical.

- Estimated annual usage is 26,000 gallons which should include all delivery costs, applicable taxes and fees associated with scope of work.

| Item | Quantity | Item | Unit | Unit Cost | Total Item cost |
|------|----------|--|--------|-----------|-----------------|
| 1 | 26,000 | Sodium Hypochlorite 12.5% Solution Including all delivery costs and fees | Gallon | \$1.52 | \$39,520.00 |

The list of well locations is found in Section 6-01 under Description of Work.

Delivery must be made within 5 business days of order if different than regularly scheduled deliveries.

SWTF CHEMICAL SUPPLY

Section 2 consists of the routine delivery of NSF certified chemicals to the surface water treatment facility located at 2001 West Turner Rd. These chemicals include, but may not be limited to: Sodium Bisulfite; Citric Acid and Sodium Hydroxide. Delivery and all applicable taxes and associated fees shall be included in per unit cost.

Note: The quantity and strength of solution is based on annual estimated usage and the frequency of delivery will change based on water production.

| Quantity | Item | Unit | Unit Cost | Total Item Cost |
|-----------------|--|-------------|------------------|----------------------------|
| 12 | Salt 50 lb/bag Including all delivery costs and fees | Pallet | \$318.50 | \$3,882.00 |
| 12 | Sodium Bisulfite 38% Solution Including all delivery costs and fees | 330 Gallons | \$689.70 | \$8,276.40 |
| 12 | Citric Acid 30% Solution Including all delivery costs and fees | 330 Gallons | \$1,815.00 | \$21,780.00 |
| 12 | Sodium Hydroxide 25% Solution Including all delivery costs and fees | 330 Gallons | \$448.80 | \$5,385.60 |
| Total | | | | \$39,324.00 |

The City reserves the right to multiple awards based on the lowest responsive bid of each individual bit item within the summary.

| | |
|---|--------------------|
| Total contract amount not to exceed: | \$78,844.00 |
|---|--------------------|

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

ARTICLE VIII The term of this contract is for a two (2) year period. At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE

SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated:_____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

()
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and UNIVAR USA, INC., herein called "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

| | |
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| Notice Inviting Bids | The July 1992 Edition Standard |
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| Chemical Storage Drawings | |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, to-wit:

Perform the work necessary for the safe delivery of soda ash to the SWTF with a frequency based on usage.

SWTF Chemical Supply Contract 2012-2014

SWTF CHEMICAL SUPPLY

Section 2 of the bid proposal consists of the routine delivery of NSF certified chemicals to the surface water treatment facility located at 2001 West Turner Road.

| | | | | |
|-----|---|------------|----------|-------------|
| 165 | Soda Ash (Dry) Including all delivery costs and fees | 2,000 lbs. | \$400.00 | \$66,000.00 |
|-----|---|------------|----------|-------------|

Delivery must be made within 5 business days of order.

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

ARTICLE VIII The term of this contract is for a two (2) year period. At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated:_____

Authorized Signature

Title

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

CITY OF LODI
a Municipal corporation

Telephone

Konradt Bartlam
City Manager
Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2012-129

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACTS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND
NEGOTIATE AND EXECUTE CONTRACT EXTENSIONS FOR SURFACE
WATER TREATMENT AND WELL FACILITIES CHEMICAL SUPPLY

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 12, 2012, at 11:00 a.m., for the Surface Water Treatment and Well Facilities Chemical Supply, described in the specifications therefore approved by the City Council on June 20, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <u>Bid Item</u> | <u>Univar USA</u> | <u>Sierra Chemical</u> |
|------------------|-------------------|------------------------|
| Hypochlorite | \$43,030.00 | \$39,520.00 |
| Salt | \$6,115.20 | \$3,882.00 |
| Soda Ash | \$66,000.00 | \$70,125.00 |
| Sodium Bisulfite | No Bid | \$8,276.40 |
| Citric Acid | No Bid | \$21,780.00 |
| Sodium Hydroxide | \$15,048.00 | \$5,385.60 |

WHEREAS, staff recommends awarding the contract for soda ash to the low bidder for that bid item, Univar USA, Inc., of Kent, Washington, in the amount of \$66,000, and the contract for all other surface water treatment and well facilities chemicals to the low bidder on those bid items, Sierra Chemical Company, of Sparks, Nevada, in the amount of \$78,844; and

WHEREAS, the contracts contain provisions for two 2-year extensions, and staff recommends the City Manager be authorized to negotiate and execute the extensions should that be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award a two-year contract for soda ash to the low bidder for that bid item, Univar USA, Inc., of Kent, Washington, in the amount of \$66,000 per year, and a two-year contract for all other surface water treatment and well facilities chemicals to the low bidder on those bid items, Sierra Chemical Company, of Sparks, Nevada, in the amount of \$78,844 per year; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contracts and to negotiate and execute up to two 2-year extensions.

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-129 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk